

1 BILL NO. S-79-01- 04

2 SPECIAL ORDINANCE NO. S- 15-79

3 AN ORDINANCE approving a Contract between
4 Ron Reinking and Community Development and
Planning to perform audit.5
6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
7 INDIANA:8 SECTION 1. That a certain contract, dated December 15, 1978,
9 between the City of Fort Wayne, Indiana, by and through its Mayor and
10 Community Development and Planning and Ron Reinking, for:11 audit CD&P's Year I and Year II CD Block Grants from
12 June 30, 1978 through December 31, 1978, and to analyze
13 CD&P's Year III books for continuity with HUD
regulations,14 at a total cost of \$2,350.00 (in federal Block Grant funds), all as more
15 particularly set forth in said contract, which is on file in the office
16 of Community Development and Planning and is by reference incorporated
17 herein and made a part hereof, be and the same is in all things hereby
18 ratified, confirmed and approved.19 SECTION 2. That this Ordinance shall be effective upon passage
20 and approval by the Mayor.21
22
23
24 
25 Councilman
26
27
28
29
30
31
32APPROVED AS TO FORM
AND LEGALITY
CITY ATTORNEY

Read the first time in full and on motion by J. Schmidt, seconded by J. Schmidt, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock M., E.S.T.

DATE: 1-9-79

Charles W. Witterman
CITY CLERK

Read the third time in full and on motion by J. Schmidt, seconded by Seiter, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 1-23-79

Charles W. Witterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. 2-15-79 on the 23rd day of January 79, 19____.
ATTEST: (SEAL)

Charles W. Witterman
CITY CLERK

Winfield E. Morris Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of January, 1979, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Witterman
CITY CLERK

Approved and signed by me this 24th day of January, 1979, at the hour of 4:10 o'clock P.M., E.S.T.

Robert H. Thompson
MAYOR

Bill No. S-79-01-04

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a Contract between Ron Reinking and Community
Development and Planning to perform audit

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance do PASS.

VIVIAN G. SCHMIDT - CHAIRMAN

WILLIAM T. HINGA - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

Vivian G. Schmidt
William T. Hinga

James S. Stier

John Nuckols
Donald J. Schmidt

DATE 12/7/79 CONCURRED IN
CIVILIAN, CITY CLERK



THE CITY OF FORT WAYNE

COMMUNITY DEVELOPMENT & PLANNING

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

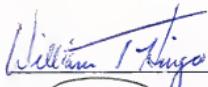
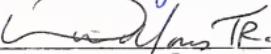
Members of the Common Council
City of Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

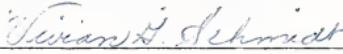
I would like to request your prior approval for the attached contract in the amount of \$2,350. I have attached the proposed contract, and the audit proposal from the contractor for your information. I sincerely appreciate your cooperation in this matter.


R. Steven Hill, Director
Community Development & Planning


Robert E. Armstrong, Mayor


William T. Higo

W. Alan TR.

D. Schmidt


Frederick R. Hunter

Brian G. Schmidt

RONALD L. REINKING
Certified Public Accountant
1810 FORT WAYNE NATIONAL BANK BUILDING
FORT WAYNE, INDIANA 46802

October 20, 1978

Mr. R. Steven Hill, Director
Community Development and Planning
City of Fort Wayne
City-County Building
One Main Street
Fort Wayne, IN 46802

Dear Mr. Hill:

I have had the opportunity to review the books and records of the first, second, and third year block grants and the related records of Neighborhood Care, Inc., of the Department of Community Development and Planning. At your request I would submit the following proposal to audit the year-one and year-two grants and the related Neighborhood Care, Inc. through the period ended October 31, 1978.

The third year block grant will not undergo normal and ordinary audit procedures but will be reviewed for internal control and system evaluation only. A formal written report will be presented indicating deficiencies and suggested methods of improvement. Evaluation will be made comparing HUD and AICPA standards to the systems presently in operation. There will not be a financial statement of operations for the third year block grant. The audit would be conducted in accordance with audit standards and guidelines as presented in the U. S. Department of Housing and Urban Development publication IG 6042-2.

It is my understanding that the staff of the Department of Community Development and Planning would assist in the gathering and summarizing of data essential to the audit but not presently available in the present books. Confirmation work would be conducted by my office but postage costs relating thereto would be borne as grant expense. City personnel would assist in clerical functions when expedient to do so in order to minimize cost.

The audit would commence on or around November 1, 1978, and, unless unforeseen developments beyond our control develop, the audit will be completed by December 31, 1978.

The cost of the above funds, as well as Neighborhood Care, Inc., under the conditions described would not exceed \$2350.

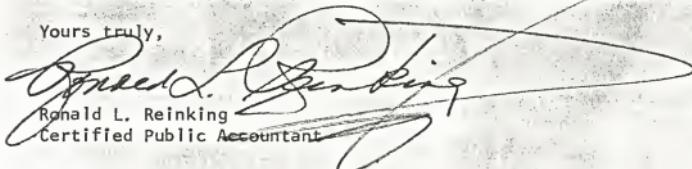


Page 2

Mr. R. Steven Hill
October 20, 1978

Should you have any further questions regarding the audit proposal or procedures to be employed, please call me at your convenience.

Yours truly,


Ronald L. Reinking
Certified Public Accountant

RLR/jr



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802
community development & planning

January 9, 1979

The Common Council
Fort Wayne, IN 46802

Council Members:

On October 20, 1978, the office of Community Development and Planning awarded an excavating and site improvement contract for the Wheeler Street Park (Project #WPK-95-78-02) in the amount of \$23,141 to Anglin Companies. On October 27, 1978 Community Development and Planning obtained a prior approval for the above mentioned contract and contract amount, however, prior to City Council's approval of the contract ordinance, the need existed to increase the contract amount. For this reason we respectfully request a prior approval for the increased amount of \$3,000.00.

Robert E. Armstrong
Mayor Robert E. Armstrong

R. Steven Hill
R. Steven Hill

js
APPROVAL

Vivian G. Schmidt Edith K. Webster

William J. Stiga John P. Brown

John Spuckler

James R. Thompson

Donald J. Tolman

Lin Martz

Charles W. Westerman



402 WEST MAIN STREET
FORT WAYNE, INDIANA
46808
(219) 423-3416

- PETROLEUM & INDUSTRIAL EQUIPMENT DIVISION
- INDUSTRIAL INSULATION DIVISION
- SPRAY URETHANE DIVISION
- TANKWAGON DIVISION
- OTHER SPECIFY

SUBMITTED TO

Dated December 6, 1978
PROJECT LOCATION

Community Planning & Development
Neighborhood Association
City County Bldg. -1 Main Street
Fort Wayne, Indiana 46801

ATTN: *TONY BURRIS*

Same

We are pleased to offer the following quotation:

Addition of Sod; To be added to base bid of-----\$23,141.00
Addition of Sod--- 3,000.08
Total-----\$26,141.00

Accepted:

Per Anthony Burris-----November 20, 1978

CHANGE
OF
ORDER

This work will be done in accordance with drawings and specifications dated as above or before for the sum of

Dollars \$

Alternates

All extras will be executed only upon written orders and will become an extra charge over and above this proposal.

Prices & Delivery subject to acceptance within 30 days. Thank you for the opportunity to quote.

Accepted by James E. Scott
Date 1-9-78 Title Sales Manager

OSB

Anglin Companies, Inc.
James E. Scott
James E. Scott, Sales Manager

CITY OF FORT WAYNE
CONTRACT FOR PROFESSIONAL AND TECHNICAL SERVICES

Part I

THIS AGREEMENT, entered into this fifteenth day of December, 1978, between the City of Fort Wayne, Indiana, by and through its Department of Community Development and Planning (hereinafter referred to as the "Local Public Agency"), and Ronald L. Reinking, an individual doing business as a Certified Public Accountant in the City of Fort Wayne, Indiana (hereinafter referred to as the "Contractor"),

WITNESSETH:

WHEREAS, the City of Fort Wayne has, under date of October 18, 1977, entered into an agreement with the United States Government, Department of Housing and Urban Development, for providing financial aid to the City of Fort Wayne, to be administered by the Local Public Agency under the 1974 Housing and Community Development Act, and the 1977 Housing and Community Development Act; and

WHEREAS, pursuant to such agreement, the Local Public Agency desires to engage the Contractor to render certain technical advice and assistance in connection with such undertakings of the Local Public Agency:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform all the necessary services provided under this contract in connection with and with respect to the aforementioned agreement between the City of Fort Wayne and the United States Government, Department of Housing and Urban Development; and shall do, perform, and carry out, in a satisfactory

and proper manner, as determined by the Local Public Agency, the following:

- A. Audit, according to HUD procedures and regulations, the first and second year Community Development Block Grants for the period ending December 31, 1978.
- B. Review the third year Block Grant for internal control and system evaluation. Present a formal written summary of the review indicating deficiencies and suggested methods of improvement.
- C. Make an evaluation of the third year Block Grant comparing HUD and AICPA standards to the system presently in operation.
- D. Conduct the audit in accordance with audit standards and guidelines as presented in the U.S. Department of Housing and Urban Development publication IC6042-2.

The City, through the Local Public Agency, shall furnish the following data and information to the Contractor:

- A. A record of expenditures.
- B. A record of all Neighborhood Care fiscal transactions, including, but not limited to rehab loans and grant activity.
- C. A detailed budget.
- D. Such other information that may be required by the Contractor to fulfill his duties.
- E. Provide assistance in the gathering and summarizing of data essential to the audit but not presently available in the present books.
- F. Assist the contractor in clerical functions when expedient to do so in order to minimize cost.
- G. Related postage costs will be borne as a grant expense.

2. Time of Performance. The services of the Contractor are to commence on January 1, 1979, and shall be undertaken and completed by February 28, 1979.

3. Compensation. The compensation to be paid to the Contractor by the Local Public Agency shall be \$2,350.

4. Method of Payment. The Contractor shall be paid \$2,350 upon receipt of proper invoice at the end of the audit period. The Local Public Agency will subsequent to approval by the City Controller, pay to the Contractor the amount of \$2,350 which shall constitute full and complete compensation for the Contractor's services for the audit.

5. Terms and Conditions. This agreement is subject to and incorporates the provisions attached hereto as Part II, Terms and Conditions.

Community Development & Planning
Local Public Agency

By



City Attorney

City Controller

Mayor

Contractor

Part II

1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Local Public Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, computer programs, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Local Public Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Public Agency for damages sustained by the Local Public Agency by virtue of any breach of the Contract by the Contractor, and the Local Public Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Local Public Agency from the Contractor is determined.

2. Termination for Convenience of Local Public Agency. The Local Public Agency may terminate this Contract any time by a notice in writing from the Local Public Agency to the Contractor. If the Contract is terminated by the Local Public Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made:

Provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Section 1 hereof relative to termination shall apply.

3. Changes. The Local Public Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Local Public Agency and the Contractor, shall be incorporated in written amendments to this Contract.

4. Personnel. a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Local Public Agency.

b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

5. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the Local Public Agency shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the

salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Public Agency for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

6. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Local Public Agency for the latter's decision which shall be final with respect thereto.

7. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of religion, race, creed, color, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their religion, race, creed, color, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to religion, race, creed, color, sex, age, or national origin.

8. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

9. Compliance With Local Laws. The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

10. Subcontracting. None of the services covered by this Contract shall be subcontracted without prior written consent of the Local Public Agency for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

11. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Local Public Agency; Provided, however, that claims for money due or to become due the Contractor from the Local Public Agency under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Local Public Agency.

12. Interest of Members of Local Public Agency. No member of the governing body of the Local Public Agency, and no other officer, employee, or agent of the Local Public Agency who exercises any functions or respon-

sibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

13. Interest of Other Local Public Officials. No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

15. Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the Community Development Program Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

16. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Public Agency.

7357

DIGEST SHEET

8-79-01-04

TITLE OF ORDINANCE Ordinance approving a contract between Ron Reinking, CPA, and C.D.&P.

DEPARTMENT REQUESTING ORDINANCE CD&P

SYNOPSIS OF ORDINANCE This ordinance approves a contract with Ron Reinking to audit our Year I and Year II CD Block Grants from June 30, 1978 through December 31, 1978, and to analyze our Year III books for continuity with HUD regulations.

EFFECT OF PASSAGE Fulfill HUD audit requirements.

EFFECT OF NON-PASSAGE Violation of HUD regulations.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$2,350 in federal Block Grant funds.

ASSIGNED TO COMMITTEE _____
